### AGREEMENT

BETWEEN

BOARD OF EDUCATION OF THE BOROUGH OF FORT LEE IN THE COUNTY OF BERGEN

and

FORT LEE EDUCATION ASSOCIATION

JULY 1, 2002 TO JUNE 30, 2005

Teachers Contract August , 2003

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#### PREAMBLE

"Board," and the FORT LEE This Agreement is entered into the  $i^{\it 21}$  day of  $\it 0ugas$ , 2003, by and between the BOARD OF EDUCATION OF THE BOROUGH OF FORT LEE in EDUCATION ASSOCIATION, hereinafter called the "Association." the County of Bergen, hereinafter the

#### ARTICLE I.

#### RECOGNITION.

- for The Board hereby recognizes the Association, during the and conditions of as supervisory employees and non-certificated classroom instructional engaged exclusive representative personnel not aides who comprise the unit hereunder as follows: collective negotiations concerning the terms certificated agreement, as the a]] for this employment ų O term
  - Classroom teachers other than Departmental
- Psychologists other than the Director of Special Education Assistants
  - Nurses
    - Librarians
- Guidance Counselors
- Learning Disability Teacher Consultants Speech Therapists Social Workers
- Classroom Instructional Aides Summer School Teachers not including the Principal
- "teachers," when all the negotiations unit as defined above, and reference to male teachers the Association refer otherwise indicated, the term shall Agreement, employees represented by this shall include female teachers. ij hereinafter professional 5
- The term "supervisory employee" is hereby defined as meaning an employee having the power to hire, evaluate, discipline or effectively recommend the same. m
- specifically hereby are personnel excluded from the negotiation unit: following The
  - Per diem appointments Substitutes, including long-term substitutes

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#### ARTICLE II.

## NEGOTIATION OF SUCCESSOR AGREEMENT.

in writing within thirty (30) school days of receipt of the

Association's proposal.

Additional proposals, if any, shall be submitted ten (10) school days following the submission in

During the school week following the thirtieth

writing of the Board's proposals.

no later than

t forth

above, whichever is later, the initial negotiations

between the Association and the Board shall be held

submitted pursuant to the provisions of 1.C or 1.D

day subsequent to the receipt of

(30th) school

proposals

the

- enter into collective negotiations over a successor Agreement in accordance with Chapter agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiations unit for whom with Agreement , so by appropriate be applicable to the aforementioned personnel, Resolution of the Board and approved by appropriate resolution of the Association by its internal procedures, shall be signed by the to execution of the Agreement, the Board are authorized to execute the Agreement accordance with and in compliance with its internal procedures. negotiate in accordance 123, Public Laws of 1974, as amended in a good faith An be reduced to writing, and when adopted shall notify "Recognition," of this Agreement. to agree Association is authorized to the Association's representatives Prior Parties Board and the Association. writing that they negotiated shall Article I,
  - B. The Association shall submit its contract proposals to the Board of Education through the Superintendent of Schools no later than November 1 in the school year in which this Agreement expires, and such submission of proposals shall constitute the opening of formal negotiations.
- C. The Board reserves the right to present a proposal of its own as well as counter-proposals to those presented by the Association. Such proposals shall be presented to the Association

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### ARTICLE III.

## GRIEVANCE PROCEDURE,

#### Definitions , H

- The term "grievances" is any alleged violation of or this Agreement or any dispute with respect to its meaning application.
- b. The term "grievance" and the procedure relative following not be deemed applicable in the shall thereto,
- The failure or refusal of the Board to renew a contract of a non-tenured teacher.
- ii. In matters where a method of review is prescribed by law, or by any rule, regulation or by law of the State Commissioner of Education or the State Board of Education.
  - regularly mean any employed individual covered in Article I, "Recognition." c. The term "teacher" shall
- shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by the Board to act on its The term "representative" or their behalf and to represent them.
- The term "party in interest," is the aggrieved teacher, his/her immediate superior, the school principal or any staff member below the Superintendent who may be affected by the

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determination of the Superintendent in connection with the procedure herein established.

#### Purpose.

- It is understood and agreed that both the Board and the Association have the right to utilize all provisions of this Article and that grievances may be processed either by the teacher who has been aggrieved or by the Board or the Association.
- The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may, from time to time, arise affecting the teachers.
- Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the the intervention of the Association, provided the adjustment is not the inconsistent with the terms of this Agreement and that administration and having the grievance adjusted without οţ the matter informally with the appropriate member Association has been given notice of such adjustment.

## 3. Procedure.

- Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every reasonable effort should be considered to expedite the process. The time limits may be extended, however, by mutual agreement.
- An aggrieved teacher shall institute action under occurrence of the grievance. Failure to act within said twenty the provisions hereof within twenty (20) school days of

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Ö (20) day period shall be deemed to constitute an abandonment the grievance

- An aggrieved party may, at his/her election, first with his/her Association's resolving the the grievance informally with his/her principal discuss such grievance superior through the designated representative with the objective of or immediate superior, or matter informally. principal
- Whenever the teacher appears with a representative the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
- A teacher shall first discuss the grievance orally the immediate superior is below the position of principal, the principal shall be notified and shall have the right to be present be with his/her immediate superior (supervisor or principal). Where decision shall rendered within five (5) school days of said hearing. participate in said hearing. A Ç
- If the grievance is not resolved to the teacher's satisfaction within five (5) school days from the determination referred to in Paragraph e above, the teacher shall submit his/her or his designee in Schools grievance to the Superintendent of writing, specifying:
- i. The nature of the grievance;
- ii. The results of the discussion;



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iii. The basis of the dissatisfaction with the

determination.

The remedy sought. iv.

- A copy of the writing called for in Paragraph f above shall be furnished by the aggrieved teacher to the school principal and to the immediate superior of the aggrieved teacher.
- Within ten (10) school days from the receipt of the written grievance, the Superintendent or his designee shall hold a hearing at which all parties in interest shall have the right to be heard.
- the the determination and shall forward a copy of said determination to Superintendent or his designee, shall in writing, advise the i. Within ten (10) school days of said hearing the be one, of of the immediate superior teacher and the representative, if there to the school principal and aggrieved teacher.
- If the aggrieved party is not satisfied with the The Association's request shall be in writing, setting forth the school days after reaching the Superintendent of Schools, the aggrieved party reasons, and be transmitted within fifteen (15) school days to the including copies of those requested by the Association and forward may request that the Association request a hearing of the Board. Superintendent of Schools, who shall attach related papers, disposition of the grievance at the Superintendent's level, decision has been rendered within fifteen (15) 20

parties in Board shall render a written decision within ten (10) school days from the date of the close of or a committee thereof, decision shall be transmitted to the aggrieved party and the Copies of Association within five (5) school days from the date the decision (15) school days. for a meeting with all forth reasons for its decision. fifteen The Board, The shall hear the grievance within hear the matter. arrangements the Board. was rendered by the Board. setting the request to will make

- Grievances initiated by the Board shall be filed Lee Education giving A meeting shall be held the grievance Board and the Fort Lee adjust Association within ten (10) school days after the event t 0 the Fort filing effort directly with the Executive Board of earnest of the after the grievance has occurred. representatives an days differences between the parties. Education Association in within ten (10) school the rise to
- determination of the Board, he shall request that the Association pursue arbitration according to rules and regulations established by the American Arbitration Association. In the event the Board is dissatisfied with the determination of the Association, it shall have the same right to request arbitration. The authority of any arbitrator shall be limited solely to the interpretation of the Agreement and he shall have no authority to add to, subtract



rendering the decision, the Arbitrator shall be bound by the past practice be confined to terms and conditions of employment and shall not include any matters involved with education policy decisions. laws of the State of New Jersey and the United States, decisions of the Courts of New Jersey and of the United States, and rulings and decisions of the Commissioner of Education and the State Board Education. The decision of the Arbitrator shall be binding In rendering the decision, may take into consideration arguments of grievance consideration, provided, however, that the issue of to the particular from or modify any of said provisions. as they relate upon the parties. the Arbitrator practice only οţ uI

- than twenty (20) school days following the determination at the prior step. Failure to file within said time shall constitute a bar to such arbitration unless the Association and the Board shall mutually agree upon a longer period of time within which to assert such a demand.
- Arbitrator's services shall be borne equally by the Board and the Association. All other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
- o, All meetings and hearings under this procedure shall not be conducted in public and shall include only such

Teachers Contract August ), 2003



selected representatives as are heretofore referred to in this Article. or interest and their designated parties in

#### ARTICLE IV.

## NO STRIKE PLEDGE.

- The Association agrees that during the term of this Agreement, neither the teacher organization nor any person acting on its behalf will cause, authorize or support any strike or any other job action, or the invocation of sanctions against the Board. Should a strike or other such job action occur, the Association shall attempt to direct its members to fulfill their responsibilities hereunder.
- The teachers participating in the aforementioned actions may subject themselves to appropriate disciplinary action.

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#### ARTICLE V.

#### SALARIES.

- 1. Salary Guides. The salary guide for the school years July 1, 2002 through June 30, 2005, are set forth in Schedule A, which is attached hereto and made a part hereof.
- 2. Sarvice Credit. In order to receive credit for service and movement on the salary guide, a teacher must work ninety-four (94) pensionable days inclusive of five (5) absences for eightnine (89) work days within a school year.

## . Withholding of Increments.

- a. The Board may withhold for inefficiency or other just cause, the increment of any teacher.
- b. Increments may be withheld in accordance with the following:
- A teacher shall be notified of the deficiencies.
- A teacher shall be given a reasonable amount of time to make up such deficiencies.
- iii. The teacher shall have the opportunity of discussing the matter with the Superintendent prior to a decision by the Board.
- iv. The withholding of an increment by the Board
   may be appealed to the Commissioner of
   Education, who will consider due process as
   substantive matters in rendering a decision.
- V. A withholding of increment shall not be



subject to the grievance procedure.

## 4. Method of Payment.

- a. The Board shall adopt a salary payment schedule under which members of the bargaining unit shall be paid on alternate Fridays commencing 9/10/82.
- b. Exceptions. When a pay-day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
- extra-curricular Activities. Teacher participation in extra-curricular activities as listed in Schedule A shall be voluntary whenever possible and shall be compensated according to the rate of pay in Schedule A. Currently existing extracurricular activities that carry no compensation shall be thus continued.
- 6. Payroll Savings Plan. Each teacher may individually elect to have a percentage of salary deducted from pay checks and deposited within ten (10) school days from the dates of the pay period in the Paragon Federal Credit Union.
- 7. Athletic Coaches' Compensation. Bonuses for teachers employed as interscholastic coaches for the sports listed on attached Schedule A shall be as indicated. Payment for the season shall be made on the first pay day after the conclusion of the regular season.
- 8. Recreation Instruction for after-school hours. Bonuses for recreation instruction for after-school hours shall be fixed and determined pursuant to the terms of schedule A as indicated.
  - 9. Elimination of Differential. The \$400.00 salary

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differential which has been paid to qualified teachers holding a masters degree in the Teaching of Reading prior to the 1988-1989 school year shall continue to be paid. Any new teacher hired to commence employment after September, 1988 or present staff who become qualified subsequent thereto shall not be eligible for or receive such differential in salary and same is hereby eliminated.

10. Grandfather Clause for Special Education Teachers.

The annual salary for special education teachers whose period of employment as special education teachers within the Fort Lee Public School System was in effect as of June 30, 1974, shall be above the salary such teacher would receive in terms of proper placement as a regular teacher on the teacher's salary guide in the amount of \$500.00 for whatever period of employment postdating June 30, 1974 said teachers shall be continued in service as special education teachers within the Fort Lee Public School System.

## 11. Bonus Limitation

Any bonuses not set forth in the present contract are invalid,

## 12. Instructional Aides

Instructional Aides shall be paid on the Classroom Instructional Aide Guide A-15.

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#### ARTICLE VI.

#### SICK LEAVE.

- 1. All teachers covered under the terms of this Agreement shall be allowed sick leave with full pay for ten (10) days in each calendar year. Any unused allowance shall be accumulated. The Board of Education may require a physician's certificate to be filed with the Business Administrator/Board Secretary in case of sick leave claimed.
- 2. Extended Sick Leave. All employees shall be entitled to additional sick leave allowance after the exhaustion of the sick leave accumulated as set forth in paragraph 1 above.

Extended sick leave shall be paid at the rate of the regular salary of the employee, reduced by the going rate of the cost of the substitute, regardless of whether a substitute is hired.

Extended sick leave shall be subject to conditions as approved by the medical director.

Extended sick leave shall be allowed at the rate of one (1) day for each two (2) sick leave days accumulated as of the date of commencement of the leave up to a maximum benefit of sixty-five (65) days extended sick leave.

Any teacher wishing to exercise the foregoing sick leave provision should complete in triplicate copies of the following "Employee's Report of Reason for Absence" section of this form, Schedule B. The teacher should then retain the third copy, and mail to the Medical Director of the Fort Lee Board of Education, the first and second copies of this form together with the

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covering note\*\* of justification from the teacher's personal doctor and also a stamped envelope self-addressed to the teacher.

\*\* Note this justification is necessary only when more than five (5) days of extended leave is requested. The doctor's note must contain the doctor's diagnosis of the employee's illness or injury.

The employee may expect the Medical Director to mail back the original copy of this form signifying the action taken by the Medical Director. The employee should then send this completed form to the Superintendent of Schools or his designee.

3. The report form titled, "Employee's Report of Reason for Absence," Schedule B, shall be completed in duplicate and submitted to the employee's immediate supervisor not later than the first day upon which the employee returns to work, following any day of absence for any reason.

Schools or his designee, a certificate from a the the Whenever the sick-leave absence of any employee exceeds ten (10) consecutive working days, said employee shall submit, to the physician's prognosis of the anticipated date of return to regular employment. The doctor's report shall include any limitations on ο£ the fifteenth (15th) day following the commencement of the sick no later than (5) (1) the illness or injury, and delineating the employee's ability to return to work and the time such limitations. The doctor's report shall be due employee, engaged by said physician's diagnosis of Superintendent of physician,.

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- 4. Terminal Leave. The following additional sick leave benefits shall be paid at the time of retirement.
- a. Benefits will apply to employees who retire under full-formula benefits as prescribed by the N.J. State Teachers Pension and Annuity Fund or the N.J. State Employees' Retirement System.
- For all employees covered under this Agreement employed prior to July 1, 1996, these benefits shall provide this salary payment to be 75% of the number of days of credited compensation during paid terminal leave at the rate of the annual salary applicable as of the time of retirement, with the extent of employees covered under this agreement and employed after July 1, accumulated sick leave as of the time of retirement, except that days totally of this payment all οŧ For the terminal leave period shall be allowed. terminal leave reimbursement will not exceed not more than one hundred (100) within the \$15,000, 1996,
- c. The terminal leave payment shall be calculated on the basis of  $1/20 \, \mathrm{th}$  of the employee's monthly salary rate at the time of retirement.
- d. In administering this benefit, it is expected that the terminal leave period will commence at the close of a regular school year.
- e. The Board agrees to deposit accumulated sick leave payments to which eligible retirees are entitled into their 403-b accounts on a tax deferred basis pursuant to the Economic Growth

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and Tax Relief Reconciliation Act of 2001 (EGTRRA), insofar as such payments are legally permitted pursuant to both New Jersey and Federal Law.

### ARTICLE VII.

## TEMPORARY LEAVE OF ABSENCE.

# ALLOWED ABSENCE FOR OTHER THAN PERSONAL ILLINESS.

- Emergency Leave. A total of five (5) days leave shall be allowed an employee without pay deduction, when the absence is necessitated by:
- Court Order which requires the attendance of the employee.
- teacher's grandparents and teacher's spouses' grandparents, plus members of in a member of his/her immediate family (father, mother, brother, Death, critical illness, injury to or an emergency sister, husband, wife or child) or his/her in-laws (father-in-law, ಹ sister-in-law), mother-in-law, brother-in-law, <u>a</u> teacher's immediate household. Ď,
- Any emergency to personal property and residence.
- in the event that more than five (5) days absence in any one year emergency leave claim and to direct appropriate salary deductions illness of a relative, the employee may be required to furnish the name and address of the attending doctor and grant the Board or its agents permission to investigate the case. The Board reserves for itself the right to pass judgment upon the validity of any The employee may be required to submit to the Board of Education or its agents, a statement of the necessity for the absence. In case the employee claims Statement of Necessity. is imperative.
- Personal Leave. Annually one (1) day of personal leave 20

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shall be allowed a teacher, without pay deduction. Written application to the teacher's Principal or other immediate superior for such personal leave shall be made at least five (5) days before taking such leave, whenever possible. The applicant shall not be required to state the reason for taking such leave other than he/she is taking it under this Section, except however that a personal day shall not be used the day before or the day after a school holiday, but this limitation shall not be applicable where the absence is required by Court order.

- 4. Employee's Report. The report form titled Employee's Report of Reason for Absence, Schedule B, shall be completed in duplicate with a pen and submitted to the teacher's immediate superior not later than the first day upon which the teacher returns to work, following any day of absence for any reason.
  - employed by the Board of Education shall remain absent from said teacher's work over more than ten (10) consecutive working days of teacher consecutive working days, with the allowed deviation as stipulated injury except as such teacher seeks and receives advance approval (10)Schools is absence beyond said ten day to the next date on which the Board of Education will for any purpose other than said teacher's personal illness Education, through the Superintendent said ten o N days. of o. in the following statement. The Superintendent (10) Schools, to cover said absence in excess ten than empowered to extend such span of more Absence for oę Board period, up from the meet.

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6. This Article shall apply to Teachers and Classroom Instructional Aides.

### ARTICLE VIII.

## EXTENDED LEAVE OF ABSENCE.

- $1. \ \ Additional$  sick leave allowance as set forth in Article VI, Sick Leave.
- Maternity Leave. The following maternity leave provisions:
- absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth subject to the following conditions:
- i. A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.
- ii. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
- possible, to coincide with changes in semesters. Where medically contraindicated, the parties shall arrange other leave dates in consideration of both medical evidence and administrative feasibility.
- iv. A statement from a physician certifying that the teacher is physically able to return to duty shall be furnished to the Board before a teacher is permitted to return from maternity leave.
- b. The employee at her option may request a leave of

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Any such leave requested by the employee for the In addition, at the teacher's option, she the physical disability balance of the school year in which the birth occurred shall be school (2) care may also take unpaid leave for the entire next two to career absence without pay for a period beyond purpose of suspending her granted by the Board. newborn child. for the years.

- c. The leave of absence granted a non-tenured teacher hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.
- þ barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the on or before March the teacher to the Board, in writing, that she intends to return to teaching the following September. Failure to so notify the Board the teacher of her right to Except as provided above, no teacher shall the teacher year in which However, to return from child care absence, birth and her desired date of return. to the return from maternity leave that year. be deemed to be a waiver by year prior school the indicate desires
- e. The time spent on maternity leave shall not count toward fulfillment of the time requirements for acquiring tenure, nor will it count toward placement on the salary guide or for seniority.
- f. No teacher shall be removed from her teaching duties during pregnancy, except upon one of the following:  $$^{24}_{\phantom{0}}$$



- i. The Board has found her teaching performance has substantially declined from the time immediately prior to her pregnancy.
- ii. Her physical condition or capacity is such that her health would be impaired if she were to continue teaching, and which physical capacity shall be deemed to exist if:
- aa. The pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or
- bb. The Board's physician and the teacher's physician agree that she cannot continue teaching, or
- the teacher's teacher shall render a binding opinion on the physical capacity to a physician selected jointly by the Board and the medical The expense of any examination by an impartial third physician under this paragraph shall be shared equally by of difference physiccian and any Following Board's the teacher and the Board. . CC between the continue teaching. physician, opinion

## iii. Any other just cause.

- 3. Extended Personal Leave. Teaching staff members may apply for and shall receive extended leave for an entire school year without pay in accordance with the following conditions:
- a. Application must be received in writing by the Superintendent of Schools on or before March 1 of the school year preceding the school year for which the leave is requested,
- b. The leave of absence shall be without pay or

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fringe benefits.

- c. The period of absence shall be for an entire school year only and not for any part thereof.
- d. The number of staff members entitled to receive said leave shall be limited to 2% of the teaching staff of the district as of March 1 of the year for which the leave is granted.
- e. In the event the number of applicants exceeds the 2% limit, the applications shall be granted solely on the basis of seniority in the school district.
- f. (i). Each applicant, before being granted the requested leave shall certify that during the period of the leave he or she shall not engage in teaching in the State of New Jersey.
- requested leave shall certify that he or she is obligated to return to employment in the Fort Lee School district at the commencement of the school year immediately following completion of the leave of absence unless prevented from doing so because of illness.

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#### ARTICLE IX.

## HEALTH INSURANCE

- 1. The Board will provide, at Board expense, for employees covered under this Agreement, and their eligible dependents, the following health insurance benefits.
- Hospitalization.
- b. Medical-Surgical,
- c. Major Medical Insurance.
- 2. The Board may change insurance carriers at its option and after notification to the Association, provided substantially similar benefits are provided.
- 3. The Board agrees to continue at Board expense, the present or substantially similar dental coverage plan for all employees covered by this Agreement. The Board reserves the right, at its option, after notification to the Association, to change insurance carriers provided substantially similar benefits are provided.
- 4. The Board agrees to pay up to a maximum of \$27,000.00 for each school year of this Agreement for an optical coverage plan for all employees of the school district including the employees covered by this Agreement and other school district employees with whom the Board, by a separate written contract, agrees to provide optical coverage. Any additional cost of such plan shall be borne by the individual district employee by way of payroll deduction. The Board reserves the right, at its option,

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after notification to the Association, to change insurance carriers provided substantially similar benefits are provided.

- present or substantially similar, prescription drug plan for all employees covered by this Agreement. The Board reserves the right, at its option, after notification to the Association, to change insurance carriers provided substantially similar benefits are provided.
- 6. Effective 1986-87 the Board of Education will pay the premiums for Health Benefits coverage under the State Health Benefits Plan and for Part B of the Federal Medicare Program for a retiree who retires after twenty-five (25) years or more of service credited in the retirement system (but not including an employee who elects deferred retirement) or who retires on a disability pension based on fewer than twenty-five (25) years service pursuant to the authorization conferred by P.L. 1974, Ch.
- 7. Retired employees having twenty-five (25) years of service may continue to purchase insurance including dental, prescription and vision after COBRA ends.
- 8. Employees may voluntarily waive health insurance coverage and receive twenty five percent (25%) of the cost of the premium for coverage waived. Payments shall be made pursuant to the regulations of the health insurance provider but not more frequently than in four (quarterly) payments.

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#### ARTICLE X.

## DEDUCTION FROM SALARY.

- 1. The Board agrees to deduct from the salaries of its employees dues which said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e and under rules established by the State Department of Education. Said monies, together with records of any correction, shall be transmitted directly to N.J.E.A. Teacher authorizations shall be in writing.
- change in the rate of membership dues, the Association shall furnish to the Board written notice sixty (60) days prior to the effective date of such change. It is understood that the only obligation of the Board shall be to remit to the Association the total deductions.
- authorization form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Business. Administrator/Board Secretary or designee. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction cards submitted by the Association to the Board.
- Upon the written voluntary request of any teacher the Board agrees to deduct from said teacher's salary an amount so 29

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the Board upon said teacher's written direction to annuity or disability insurance plan designated by the teacher and agreed to by the Association. It is understood and agreed that the sole limited and exclusive responsibility of the Board is to make the authorized deduction and to pay over the same to the herewith except for deliberate agreed that under no circumstances shall the Board be required to (I) become a party to specified in writing by said teacher, said deducted amount to be designated recipients and that there shall be no other liability contribution whatsoever now or in the future, to the annuity plan or disability plan, it being fully understood that the Board is acting for the mere purpose of making the deduction and paying the same over upon the written authorization and direction of the individual teacher. Nothing herein contained shall require the teachers at (ii) Board to make payments to more than one plan for all and plan and further understood disability connection annuity agreement or Board in is malfeasance; it ρλ any one time paid over

Association and/or the individual teacher must furnish to the written notice thirty (30) school days prior to the effective date It is understood and agreed that the sole obligation of the Board Board (I) written notice thirty (30) school days prior to the (ii) In connection with the said deductions and payments for 4 above, the any change whatever in the aforementioned deduction or plan. be made and forth in to the initial deduction set annuity and/or disability plan as of effective date

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shall be to deduct and to remit in accordance with the written authorization and direction of the teacher.

- plan w111 provide the necessary authorization and direction forms and will secure the signature of its members on the forms and deliver the shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon annuity and/or disability plan deduction authorization forms submitted by the Association to the to the Superintendent of Schools or his designee. connection with the annuity and/or disability Association the 4 above Paragraph deduction provided in Association signed forms Board
- 7. Subject to the right of the Association to change the disability plan, the Association approves the N.J.E.A. Disability Insurance Plan underwritten by Prudential Insurance Company.

#### ARTICLE XI.

# VOLUNTARY TRANSFERS AND REASSIGNMENTS.

- 1. Notification of Vacancies. No later than May 15 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which are expected to occur during the following school year.
- and/or subject assignments, or who desire to transfer to another such desire with the Teachers who desire a change in grade school or schools to which he desires to be transferred, in transfers and reassignments for the following year shall be submitted not later than February 1, and must be resubmitted annually by the teacher grade and/or subject to which the teacher desires to be assigned, Such statement shall include Such requests for file a written statement of Superintendent or designee. Filing Requests. preference. desiring such change building, may order of

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#### ARTICLE XII

# INVOLUNTARY TRANSFERS AND REASSIGNMENTS.

- 1. Use of Voluntary Requests. No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position, and provided that the transfer or reassignment does not conflict with the best interests of the School District.
- 2. Notice. Notice to the teachers involved in an involuntary transfer or reassignment shall be given as soon as practicable, and except in cases of emergency, not later than April 30.
- 3. Meeting and Appeal. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Principal, at which time the teacher shall be notified of the reason therefore.
- a. In the event that a teacher objects to the transfer or reassignment at this meeting, upon request of the teacher, the Superintendent or designee shall meet with him. The decision of the Superintendent shall be final and nonappealable and not subject to the grievance procedure.
- b. In the event a teacher believes that the procedures outlined in Section 2 and 3 have not been followed, he shall immediately notify the Superintendent of such procedural defects. The Superintendent will have twenty (20) school days from such notification to rectify the procedural defects. In the event the Superintendent fails to rectify such defects the teacher

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may grieve such failure in accordance with Article III.

4. Priority in Reassignment. A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned.

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### ARTICLE XIII

### MISCELLANEOUS

- Board and an with the terms and Agreement except, however, that the contract day teacher shall carry a clause providing for termination of the contract by either party upon a thirty (30) the between consistent contract þe shall Any individual teacher of this non-tenure individual conditions ij notice
- Copies of this Agreement shall be printed at the joint expense of the Board and the Association.
- so by Notices. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant ဗ္ဗ to the provisions of this Agreement, either party shall telegram or certified mail at the following addresses:

  a. If by Association to Board at:

Fort Lee Board of Education 255 Whiteman Street Fort Lee, New Jersey 07024

- by Board to Association at: Fort Lee Education Association Fort Lee, New Jersey 07024 School No. 1 250 Hoym Street ΙĘ ά.
- Agency shop representation fee 7
- member of the Association during any membership year (i.e., from or in part by this Agreement, said employee to the extent and only whole If a teacher does not become September 1 to the following August 31) which is covered in Purpose of Fee.

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to the extent permitted and authorized by law will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association Board of Education as majority representative as recognized by the in this Agreement.

- each of the amount of the regular membership dues, initiation fees and membership year, the Association will notify the Board in writing assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers of to the beginning will be equal to the maximum allowed by law. Prior Amount of Fee.
- representation fee in and only to the extent permitted and authorized by law, the Board amount of the representation fee set forth in Section b above and to the extent and only to the extent permitted and authorized by law as possible, during the To the extent member of the Association for the current membership year the full remainder of the membership year in question. The deductions will begin thirty (30) days after the teacher begins employment in agrees to deduct from the salary of any teacher who is not the amount so deducted to the Association. Deduction and Transmission of Fee. agrees to deduct the aforementioned monthly installments, as nearly bargaining unit position. will transmit ບ່
- required to pay a representation fee terminates employment with the Board before the Association has received the full amount of If a teacher who is Termination of Employment.

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the representation fee to which it is entitled under this Article, the Board, to the extent and only to the extent permitted and authorized by law, will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question and forward same to the Association. In the event that an employee terminates employment in such a manner that the Board is unable to make deductions from future checks, the Board is relieved of its obligation to make such deductions as to such employees.

- Article and to the extent and only to the extent permitted and authorized by law, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- hereby indemnification. The Association herein and hereby indemnifies and holds the Board of Education harmless from and against any and all claims made or alleged against the Board of Education by virtue of and/or growing out of the Board's performance pursuant to the provisions of this Article.

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### ARTICLE XIV.

## SEPARABILITY AND SAVINGS.

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

#### ARTICLE XV.

## FULLY BARGAINED PROVISIONS.

This Agreement represents and incorporates the complete and of bargainable issues which were or could have been the subject ų O parties the ργ settlement and final understanding negotiations,

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

### ARTICLE XVI

## BOARD RIGHTS AND RESPONSIBILITIES.

- rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws of the United The Board retains and reserves unto itself, all powers, State of New Jersey and and 'Constitution of the States.
- The exercise of the powers, rights, authority, duties rules, regulations and practices in furtherance thereof, and use of judgment and discretion in connection therewith, shall be and then only to the extent such specific and express terms hereof of New Jersey policies, limited only by'the specific and express terms of this Agreement, Board, the adoption of are in conformance with the Constitution and Laws and responsibilities of the and the United States.
- they responsibilities and authority Nothing contained herein shall be construed to deny or Jersey, or any other national, <u>ო</u> district or local laws or regulations under R.S. 18A, School Laws of New restrict the Board of its rights, pertain to education. county,

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### ARTICLE XVII

# ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES,

- the public information concerning the Fort Lee schools which the Association may require in connection with negotiations. Nothing herein contained shall impose any obligation on the part of the Board to disclose any and/or ρλ to furnish made privileged to reasonable requests 40 from time to time, available as agrees classified Board The þ response may which in Association, Association information confidential
- participates loss proceedings, ou Whenever suffer teacher grievance he or she shall Meetings. representative of the Association or any during working hours in negotiations or the parties, for Time mutually arranged by Released in pay.
- 3. Use of School Building. The Association and its representatives have the right to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of such meetings. Prior approval shall be required, but shall not be unreasonably withheld.
- 4. Use of School Equipment. The Association shall have the right to use school facilities and equipment including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual instruments at reasonable times, when such equipment is not otherwise in use.

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The Association shall pay for the actual cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

- Bulletin Boards. The Association shall have, in each school building, the use of a bulletin board in each faculty said рe Copies рe shall o δ appropriate designated representative of the Association. posted signed of all materials to be posted on such bulletin boards approval All material pe the Association shall no but principal, lounge and teachers' dining room. building bulletin boards by the to required given
- have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the building principals or other members of the administration. The nature and contents of any materials so circulated need not be disclosed to any administrative personnel, including building principals, and no penalties shall be imposed on any Association representatives who refuse to disclose any related information being circulated in the mailboxes.
- οĘ student dismissal at the end of the school day one (1) day per month for the sole and limited purpose of attending an Association the co-curricular teachers time οĘ the Written notice personnel who have events scheduled, all be released from duties at Exclusive of all scheduled during that month. Attendance at Meetings. permitted to and coaching shall be meeting

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ίf proposed date of said monthly Association meeting involved with 3 Association to the Superintendent of Schools at least three said meeting, duties shall be provided by of school days prior to the proposed date dismissal from early possible.

- this the the other മ ത 8. Exclusive Rights. The rights and privileges of set forth in ou Association ţ teachers, and Agreement, shall be granted only to the Association and its representatives, as the exclusive representative of organizations.
- the responsible for acquainting their respective members with the adherence to the provisions of this Agreement by their respective The Board and Association shall be for provisions of this Agreement, and shall be responsible members during the life of this Agreement. Responsibilities.

## ARTICLE XVIII

## TEACHER RIGHTS

- as amended, the Board and the Association this Agreement shall have the right to freely organize, join and support the Association and its affiliates for the purpose of agree that every teacher employed by the Board covered by The Board and the Association agree that they shall not directly or indirectly discourage or deprive or coerce any teacher in the and that they membership or non-membership in the Association and its activities engaging in collective negotiations or to refrain from doing so. Chapter reason δy to enjoyment of any rights conferred by Chapter 123 any teacher Pursuant of the Association and its affiliates. Protections. shall not discriminate against and Public Laws of 1974, Rights
- determining grades and other evaluations of students within the guidelines of grading policies of the Fort Lee No grade or evaluation will be changed without consultation with the teacher. In the event that the teacher does an administrative grade may be given by the Principal. The record shall clearly indicate that the grade given in such instances was not agree to a grade change, or is not available for a conference, The teachers shall have Evaluation of Students. not the teacher grade. responsibility of School District.
- reasonable affiliates. teacher shall identification of membership in the Association or its other or o N prevented from wearing reasonable pins Association Identification.

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Statutory Savings. Nothing contained herein shall be have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be construed to deny or restrict to any teacher such rights as he may deemed to be in addition to those provided elsewhere.

## ARTICLE XIX.

## TEACHER EMPLOYMENT.

#### Certification, 급

- The Board agrees to make every reasonable effort to hire only fully certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment. Standard Certification.
- Superintendent shall annually report to the Association in writing, the certificates and degrees held, major and minor fields of study, and prior experience of Notification. The each new teacher.
- Placement on Salary Guide.
- Adjustment to Salary Guide. Each teacher shall be placed on the proper step of the salary guide in accordance with the present prorating system of steps.
- Whenever a person shall hereafter accept office, position or employment as a teacher, the initial place on the salary guide shall be at such point as may be shall evaluate any outside educational experience and has the sole agreed upon by the teacher and the Board of Education. Credit for Experience. right to fix starting salary. ģ
- status will be standardized with salary prorated based on the teacher following formula for all grade levels: placement on salary guide divided by 5.5, then multiplied by the number of classes taught. Part-time Part-time Teacher Status. ö
- Returning to the District.

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- said A teacher with teaching experience credited by the Fort Lee Board of Education who may return to Fort Lee teaching the employment following a period not involving such employment, upon 0 ب<del>ر</del>ا βy return to said Fort Lee employment shall retain all of the experience credited by the Fort Lee Board of Education as date, of the said interruption of teaching under employment Fort Lee Board of Education,
- in the active military the United States or of this State, including active service in the Women's Army Corps, the Women's Reserve of the Naval reserve, or any similar organization authorized by the United States to serve with the Army or Navy, in time of war to or connection with the operation of any system of selective after July 1, adjustment increment to which he would have been entitled if he had been employed for the same period of time in some publicly owned and operated college, school or institution of learning in this or any State or territory of the United States, except that the period of (4) than four or Every teacher who shall be entitled to any employment credited toward more 1940, has served or hereafter shall serve, employment or adjustment increments. Service. pe not or naval service-of Military such service shall service,
- Previously accumulated leave days shall be restored to all returning teachers Accumulation. Leave in accordance with Section 3 above. Sick Previous
- notified of their contract status for the ensuing year no later Notifications of Contract and Salary. Teachers shall

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than April 30 of any year, and shall be notified of their salary status according to Schedule A.

- maximum of \$55,000.00 for the 2002-2003 school year (July 1 The Board agrees to pay up Tuition reimbursement shall be paid to staff members entitled who 2004-2005. apply for reimbursement on a first come first served basis courses approved by the Superintendent of Schools as follows: Lee Education Association for courses the first class of after July 1 of the applicable year. This amount for tuition reimbursement for all members of in increase to \$60,000 in 2003-2004 and to \$65,000 Tuition Reimbursement Plan. to June 30)
  - be submitted to the Superintendent of Schools or his designee for approval before staff member anticipates will be reimbursed. The approval form must be completed in its entirety. The Request for Course Approval will the which course taking a
    - Reimbursement is effective for graduate courses accredited college or university. (q .
- current rate being charged at a New Jersey college as of July 1 a C Reimbursement will annually be set ô
- Request forms submitted for approval will be placed in rank order as they are received. ₽ .

reachers Contract August 1, 2003



- e) A receipt of payment from the college or university under whose aegis the course will be taken must be submitted to the office of the Superintendent of Schools or his designee. At that point the course request form will be reactivated and the information verified.
- from the college or university must be submitted to the Superintendent of Schools or his designee for processing. Reimbursement will then be made on a first come, first served basis.
- g) No individual shall be reimbursed for the tuition as set forth above for more than 15 credits taken during any school year (July 1 - June 30).
- related and approved by the Superintendent of Schools; provided, however, that individuals covered under the terms of this agreement who were involved in a Graduate Administration/Supervision Degree or Certification Program by July 1, 1996, shall be eligible for tuition reimbursement for courses taken as part of such program under the following conditions:
- Administration/Supervision Degree or Certification Program if he or she has taken at least one program course between July 1, 1995 and June 30, 1996 and has or will have completed at least 2/3 of the credits required for such program as of September 1, 1996.
- ii) No Administration/Supervision course commencing after

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#### ARTICLE XX

## TEACHER ASSIGNMENTS.

## 1. Notification.

- a. Date for Presently Employed Teachers. Every reasonable effort will be made to give teachers written notice of their salary guides, class and/or subject assignments' building assignments and room assignments for the forthcoming year not later than August 10.
- b. New Teachers. The Superintendent, or designee, shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, not later than August 10.
- c. Revisions. In the event of changes in such schedules, class and/or subject assignments, building assignments or room assignments, are posted after August 10, the Association and any affected teacher shall be notified in writing as soon as possible.
- 2. Traveling Teachers. Teachers who may be required to use their own automobile in the performance of their duties, and teachers who are assigned to more than one (1) school per day, shall be reimbursed for all such travel at the rate set by the Internal Revenue Service.

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## ARTICLE XXI.

#### PROMOTIONS.

- 1. Positions Included. Promotional positions are defined as positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibilities.
- When school is in session, a notice at the Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent posted in each school as far in advance as practicable. specified in the notice and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications must be renewed annually of said notice shall be given to the Association for consideration for future vacancies, limits Date of Posting. time of posting. the shall be within
- Teachers who desire to apply apply, and an address where they can be reached for which Insofar as practicable, the Superintendent notify such teachers of any vacancy in a position for which Such notice shall be sent as far in advance promotional positions to be filled during the summer period to as practicable. In addition, the Superintendent shall send a list submit their for a promotional position which may be filled during the position(s) shall the when school is not regularly in session, Superintendent, together with Application Procedure. they desire to apply. the summer. the Association. desire to of
- . Criteria for Notice. In both situations set forth in

Teachers Contract August | , 2003



Section 1(a) above, the qualifications for the position, its No vacancy in a promotional position shall be filled other than in duties, and the rate of compensation shall be clearly set forth. accordance with the above procedure.

All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been The Board agrees to give due consideration to the applicants and professional background and attainments of all other relevant factors, Procedure. considered.

## ARTICLE XXII.

## TEACHER EVALUATION.

### Non-tenured Teachers ä

purpose of identifying the teacher's strengths, deficiencies рe evaluated by their immediate superiors at least three (3) times during their first school year in the district, and at least two evaluation shall be followed by a written evaluation report and a Such conference between the teacher and his/her immediate superior for shall (2) times in their second and third years in the district. and recommendations for correction and improving instruction. teachers Non-tenured Frequency. the

### Evaluation Procedure, ς.

- Reports. Evaluation reports shall include, when pertinent:
- Strengths of the teacher as evidenced during the period since the previous report.
- Weakness of the teacher as evidenced during the period since the previous report. ------
- Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated. iii.
- Teacher Response. The teacher has the right to respond to any negative comments on an evaluation report, and the same shall be made part of his/her permanent file,

Teachers Contract August | , 2003

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### ARTICLE XXIII.

## TEACHER WORK YEAR

## 1. In-school Work Year

- made and School Psychologists from one report for work the three (3) working days immediately preceding one ţ month basis shall not exceed The Guidance Counselors shall The in-school work year (3) An exception days of orientation, at the beginning of each school year, and Workers whose in-school work year shall not exceed three Specialists the one hundred eighty-three (183) day requirement shall be (10) month contract extending one hundred eight-three (183) days, plus a maximum of for Guidance Counselors, Learning Disabilities (1) wind-up day at the end of each school year. additional exception: September 1 to June 30 of the school year. Ten (10) Month Personnel. for teachers employed on a ten (10) hundred eighty eight (188) days. ten ıα An under Orientation Day. serve Social
- b. Definition of In-School Work Year. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.
- c. Inclement Weather. Teacher attendance shall not be required when students' attendance is not required due to inclement weather.

ARTICLE XXIV.

## TEACHING HOURS AND TEACHING LOADS.

### 1. Teacher Day.

- a. Check-in Procedure. In accordance with the present practices, teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign in" roster.
- All teachers shall be i. for the following principal the þ each morning a duty assigned Arrival and Dismissal Time. the opening of school on 07. in their homerooms time: o f οŧ advance period

High School Middle School Elementary School

10 minutes 10 minutes 20 minutes in 2002-2003; 25 minutes in 2003-2004 and thereafter and ten (10) minutes before opening of the afternoon session in the elementary schools. Teachers unable to comply are required to communicate with the telephone answering service so proper provisions can be made for replacement.

The term "opening of schools" shall mean the time when pupils have assigned responsibility to an assigned room, e.g., 8:32 a.m. at the Middle School, which means teacher shall be in homeroom or on an assigned duty at 8:22 a.m.

the the much All teachers are to remain in the building for a least þλ a S them cases, Ç exceptional made assignments of time, and for necessary under following period ന longer

Teachers Contract August | , 2003

FIEL B

the οţ as consummated with virtue ģ them extra-curriculum services nodn incumbent Fort Lee Board of Education: principal, or duties for contract

Friday's Only 10 minutes 15 minutes 15 minutes minutes\* minutes minutes 30 High School Middle School Elementary School

W111 each week teachers 41 minutes. \* On one administratively scheduled day at their teaching station for remain

the scheduled leave their may Teachers during permission Building. without requesting the duty-free lunch periods. Leaving building

On days when students are scheduled for a half day, teachers shall remain on duty for ten ά 2:10 p.m. and end at 4:00 p.m. On the day before the Thanksgiving (10) minutes after student dismissal time; however, on those half for the Middle and High School and 1:00 p.m. for the Elementary and Christmas holidays, student dismissal time shall be 12:30 p.m. days when a workshop is scheduled, the workshop shall commence Sessions. Half Day 7 Schools

#### Lunch Period . N

- have Teachers shall and others. daily duty-free period as follows: Grade Level
- 50 minutes Elementary School ٠,
- and High School one (1) scheduled Middle period ii.

53



#### Meetings. ä

Teachers may be required to of the regular work day without additional twelve (12) per year except New Jersey or attending faculty preceding Middle State's Evaluation and State Evaluation, when more meetings may be required professional meetings to a total of burpose of and other. Faculty the the end for remain after compensation for , periods

day fifty (50) minutes and shall not be scheduled for any Friday or any emergency. The starting time for said meetings is as follows: of case The meetings shall have a maximum duration 'n immediately preceding any legal holiday except

3:10 2:55 3:00 Elementary Schools District Meetings Middle School High School

## Preparation Time.

- in have preparation time as follows: shall, teachers Classroom addition to their lunch period, Level. Grade ď
- An average effort will be made to provide every elementary classroom teacher to use teachers as substitutes Whenever possible, per (5) periods per week (aggregating 200 minutes Elementary School. (Grades K-6). cover a class for an absent teacher. with one preparation period per day. to the Board's right five subject οĘ
- average of five Board's right to use teachers An as substitutes to cover for an absent teacher ii. Middle and High School. (5) periods per week, subject to the

August 1, 2003 Teachers Contract



A teacher who gives up a preparation period to substitute for another teacher when he/she is late or absent shall be reimbursed for such loss based upon the following schedule: Substitution for 0-10 minutes - no payment; Substitution for over ten (10) minutes - \$15.00. iii. Compensation.

Payment shall be made whether the substitute teacher takes shall be based upon the time the late teacher checks in at the Time taught over all or part of the absent teacher's classes. principal's office. The assignment of the substitute teacher must be authorized by the principal or his/her designee.

## Extracurricular Activities. ۳.

Association agree that the extra-curricular activities listed in extra-curricular Board existing The activities are educationally worthwhile. and other currently Approved Activities. Schedule A,

### ARTICLE XXV.

## NON-TEACHING DUTIES.

The present practices shall be continued for the life of this Agreement. , ,





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### ARTICLE XXVI.

## TEACHER FACILITIES.

- 1. The Board agrees to make every reasonable effort to provide adequate teacher facilities.
- The Board agrees to provide an answering service for teachers to report unavailability for work.

## ARTICLE XXVII.

#### WAIVER.

This agreement shall not be modified in whole or in part except by an instrument in writing duly agreed to and executed by both parties, except as otherwise provided by law.

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### ARTICLE XXVIII.

## DURATION OF AGREEMENT.

This Agreement shall be in full force as of July 1, 2002 and shall remain in full force and effect through June 10, 2005.

Teacher Salary Guide for 2004-2005. . . Guidelines for Horizontal Movement. . . School Psychologist Salary Guide, . . Salary Guide for Guidance Counselors.

Teacher Salary Guide for 2003-2004. Teacher Salary Guide for 2002-2003.

SALARY GUIDES SCHEDULE A

BOARD OF EDUCATION OF THE BOROUGH OF FORT LEE IN THE COUNTY OF BERGEN

FORT LEE EUGCATION ASSOCIATION

Ву:\_\_\_

Differentials paid to Fort Lee Teachers . Summer School'Salary Guides for 2002-2005

Cocurricular Activities List. . . Cocurricular Guide for 2002-2003.

Buélness Administrator/ $\widetilde{\mathcal{S}}$ Board Secretary

ROY DEAHL, Chief Negotiator FLEA BARGAINING COMMITTEE

Guidelines for Coaches Compensation .

Athletic Guide for 2002-2005 . . .

14. 13,

15.

Classroom Instructional Aides . .

Cocurricular Guide for 2004-2005. .

Cocurricular Guide for 2003-2004

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Teachers Contract



# FORT LEE TEACHERS' 2002-2003 SALARY GUIDE

FORT LEE TEACHERS' 2002-2003 SALARY GUIDE

New Step

Old Step

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6 and Max 1 have been eliminated, E2, Note: Old Steps El,

\* Note: Old Steps El, E2, 6 and Max 1 have been eliminated

Max 3 Max 4 Max 5 Max 6

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Teachers Contract
August 2003

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Teachers Contract
August 2003

# FORT LEE TEACHERS' 2003-3004 SALARY GUIDE

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# FORT LEE TEACHERS' 2003-2004 SALARY GUIDE

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Teachers Contract
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Teachers Contract
August 1 2003

FORT LEE TEACHERS' 2004-2005 SALARY GUIDE

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4-2005 SALARY GUIDE	111	
FORT LEE TEACHERS' 2004-2005 SALARY GUIDE	1       40,000     41,000       42,353     43,290       42,853     44,990       45,853     46,890       49,854     46,890       49,854     46,890       51,053     52,690       52,353     54,390       55,053     57,790       56,553     59,490       56,553     59,490       61,953     61,190       61,953     65,490       61,953     65,490       61,953     65,490       61,953     65,490       61,953     65,490       61,953     65,490       61,953     65,490       61,953     65,490       61,953     65,490       61,953     65,490       61,953     65,490       61,50     80,150       76,000     80,150       83,290     88,255	
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Teachers Contract August 1, 2003

## GUIDELINES FOR HORIZONTAL MOVEMENT

All Courses, whether graduate or in-service, must be approved by the Superintendent of Schools or his designee, in advance of

Only passing grades will be credited toward advancement as submitted by a review of the official college transcript

The mandatory 100 hours of continuing professional development (N.J.A.C. 6:11-13.1, et seq) will not necessarily trigger horizontal movement; however, during the process of horizontal movement a teacher may satisfy the 100 hours.

At the earliest possible date in advance of September 1 of will school year by which a teacher will be confident that he/she salary guide class, inclusive of mid-point possibilities, the Superintendent of Schools or his designee two completed copies of the form, "Record of Superintendent's Approval for Advance Study relating to Salary Classification."

When a teacher completes ten (10) semester hours as approved the Superintendent of Schools or his designee for credit toward salary guide classes, the teacher will qualify for a salary adjustment as of September 1 in the school year immediately credit with said amount of said ten (10) semester per hour block third of the salary quide differential between classes.

The following are the class categories and requirements reflective in the horizontal movement salary adjustment schedule:

Class I = Bachelor Degree
Class I.1 = Bachelor plus 10 credits
Class I.2 = Bachelor plus 20 credits
Class II = Bachelor plus 30 credits, or Master Degree

(Only those with a Master's Degree may advance beyond Class II; a person with a Bachelor's Degree remains at Class II, no matter how many additional credits are taken.)

Class II.1 = Master plus 10 credits Class II.2 = Master plus 20 credits

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Class III = Master plus 30 credits
Class III.1 = Master plus 40 credits
Class III.2 = Master plus 50 credits
Class IV = Master plus 60 credits

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# SALARY GUIDE FOR SCHOOL PSYCHOLOGISTS

month contract extending September 1 to June 30 of the school year. ten under serve psychologist shall School

School psychologist shall serve a daily working schedule that matches the daily working schedule of teachers, as 8:45 a.m. to 3:30 p.m. with fifty (50) minutes for lunch, thus providing a minimum of 5 3/4 hours of daily service.

School psychologist shall be compensated thus:

- The initial salary of newly employed psychologist shall be established by mutual agreement of the Board of Education and the psychologist following a Recommendation on this matter as submitted to the Board by the Superintendent of Schools. This salary will be based upon a pre-employment determination of a proper place within, the teachers' salary guide, with adjustment of the figure thus evolving in terms of the following two considerations. , m
- A psychologist possessing a doctorate shall receive for this doctorate a differential of \$800.00 above his proper place within the teacher's salary guide as said proper placement is determined per item #1 above
- For service as a school psychologist there shall be a difference of \$2,000.00 above the salary as determined by way of points No. 1 and No. 1A above. ä

Guidance

SALARY GUIDES FOR GUIDANCE COUNSELORS
Counselors shall be employed on a full-time basis under a ten (10) month contract. Guidance Counselors shall work thirty (30) minutes daily beyond the employment time for teachers within their respective school. This thirty (30) minute period shall follow the close of the assigned working day for teachers.

The work year for Guidance Counselors shall include a total of five (5) days that are in addition to the days for which teachers are assigned. These days shall be scheduled as follows.

- Two days of additional service after the close of the regular school year. ď,
- Three days of additional service prior to the Orientation Day for teachers. m

At the high school level, three Guidance Counselors must school level, one Guidance Counselor must always be in the building during the lunch periods. At the middle building during the lunch periods. At the elementary level, one Guidance Counselor must always be available during lunch periods. Whenever Guidance Counselors leave the building for their daily allotted lunch period, they may be provided with a board supplied pager, or will be required to provide the principal or his designee, a phone or fax number which would insure their immediate return to their assigned building in case of a student emergency.

The Guidance Counselors of the high school shall be directly responsible to the Principal of the high school or his/her designee. The Guidance Counselors of the Middle School shall be directly responsible to the Principal of the Middle School.

The Guidance Coordinator shall be assigned to work at school during the April (Spring) break; in that case, the Guidance Coordinator shall receive his/her per diem salary for each such

annual salary this person would receive in terms of proper place as a regular teacher on the Teachers' Salary Guide, in the amount counselor, and \$1,600 in the third year of service as a Guidance Counselor. These amounts shall increase by \$200 at each level during each year of this agreement, i.e., from \$1,000 to \$1,200 in 2003-04 and to \$2,000 in 2004-05; and from \$1,600 to \$1,800 in The annual salary of a Guidance Counselor shall be above the

Teachers Contract

DIFFERENTIALS PAID TO FORT LEE TEACHERS WHICH ARE AMOUNTS OF CALCULATED FROM THE FORT LEE BOARD OF EDUCATION TEACHERS SALARY SCHEDULE.

These amounts are paid as part of an annual salary not as an extra bonus

For Guidance Counselors; recorded in Salary Guide for Guidance Counselors.

For Learning Disability Teacher-Consultants: \$500,00 For Social Workers: \$500.00 For Psychologists: Recorded in Salary Guide for School Psychologist.

# SUMMER SCHOOL SALARY GUIDES FOR 2002-2004

Those persons hired to teach in the summer school shall teach two (2) classes per day and shall be paid for the summer school session as follows:

\$4,244.00 SUMMER OF 2004

The other provisions of this contract are not applicable to summer school employees,

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In 2002-2003, 4.31% increase In 2003-2004, 4.43% increase In 2004-2005, 4.20% increase

August \_\_\_\_\_ 2003 Teachers Contract

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August 1 2003 . Teachers Contract

## COCURRICULAR ACTIVITIES LIST

## CLASS A ACTIVITIES

Sophomore Class Advisor International Thespian Society Italian Club/Italian Honor Society future Teachers of America Pioneer Business Advisor Freshman Class Advisor Pioneer (Art & Layout) Modern Music Masters Key Club

National Honor Society Spanish Club Academic Decathlon

Art Honor Society Asian Club

Computer Club Camera Club French Club

Greek Club

Science Club/Environmental Club Hebrew Club

Library Council - M.S. Computer Club - M.S.

Dramatics - M.S. Industrial Arts Club - M.S.

Marching Band Drill Instructor - H.S. Environmental Advisors - All Schools Foreign Language Club - M.S Band Wind Instructor - H.S.

Assistant Choral Director - H.S. Interact Club Advisor

Model U.N. Club Advisor Assistant Theater Director Spring Musical Director

CLASS B ACTIVITIES

Bell Choir Director

Assistant Cheerleader Advisor High School Technical Advisor All-City Band Director Fort-Lee-der Advisor

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August 1, 2003 Teachers Contract

Intermedia (Art) - M.S. Intermedia (Literary) - M.S. Student Council Advisor - M.S. Yearbook Club Advisor - M.S. SADD Advisors - All Schools Band Leader - M.S. Chorus Director - M.S. Junior Class Advisor Voice (Art & Layout) Speech and Debate Pioneer Advisor Voice (Literary) Science League Math League

## CLASS B-1 ACTIVITIES

Senior Class Advisor Future Business Leaders of America Elementary Fine Arts Coordinator, K-6 Right-To-Know Program Coordinator Social Problem Solving Coordinator

## CLASS C ACTIVITIES

Cheerleader Advisor (+\$1,000.00 bonus for chaperoning JV & V basketball games) Secondary Fine Arts Coordinator, 7-12 Student Council Advisor Assistant Band Director - H.S. All Borough Orchestra Director Color Guard/Winter Guard Band Director (+\$800.00 bonus) Chorus Director Drama Director

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August 2003 Teachers Contract

# 2002-2003 COCURRICULAR COMPENSATION GUIDE

\$1,415 \$2,103 \$3,164 \$4,212 Class A Activity Class B "Class B-1" Class C "

## COCURRICULAR SPECIAL ACTIVITIES

Marching Band Coordinator at \$45.87/hr. not to exceed \$3,851. Technical Advisor to Community Groups at \$35.57/hr.

1.Chorus Director at \$36.66/hr. not to exceed 25 hrs.

2.H.S. Student to be chosen and assigned by Chorus Director at \$13.79/hr. not to exceed \$346.

Recreation Coordinators at \$20.84/hr. not to exceed \$3,994

t0 Assistant All Borough Orchestra Director at \$36.66/hr. not exceed 25 hours.

Orchestra Director at \$36.66/hr. not to exceed 25 hours.

In 2002-2003, 4.31% increase.

# 2003-2004 COCURRICULAR COMPENSATION GUIDE

Class A Activity Class B " " Class B-1 " Class C "

COCURRICULAR SPECIAL ACTIVITIES

Marching Band Coordinator at \$47,90 hr. not to exceed \$4,022. Technical Advisor to Community Groups at \$37.15/hr.

1.Chorus Director at \$38.29/hr. not to exceed 25 hrs.

2.H.S. Student to be chosen and assigned by Chorus Director at \$14.40/hr. not to exceed \$362.

Recreation Coordinators at \$21.76/hr. not to exceed \$4,171.

Assistant All Borough Orchestra Director at \$38.29/hr. not to exceed 25 hours,

Orchestra Director at \$38.29/hr. not to exceed 25 hours. In 2003-2004, 4.43% increase.

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August 2003 Teachers Contract



August 2003 Teachers Contract

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# 2004-2005 COCURRICULAR COMPENSATION GUIDE

Class A Activity \$1,540 Class B , \$2,288 Class B-1 , \$3,443 Class C , \$4,583

## COCURRICULAR SPECIAL ACTIVITIES

Marching Band Coordinator at \$49.86/hr. not to exceed \$4,191. Technical Advisor to Community Groups at \$38.71/hr.

1.Chorus Director at \$39.94/hr. not to exceed 25 hrs.

2.H.S. Student to be chosen and assigned by Chorus Director at \$15.01/hr. not to exceed \$377.

Recreation Coordinators at \$22.68/hr. not to exceed \$4,347.

Assistant All Borough Orchestra Director at \$39.94/hr. not to Orchestra Director at \$39.94/hr. not to exceed 25 hours.

GUIDELINES FOR COACHES COMPENSATION

No employee can move more than one step/year, regardless of the number of sports or seasons coached.

There will be no loss of credit for Fort Lee coaching experience, regardless of interruption of coaching services.

Each coach who was at maximum (Step 4) as of July 1, 2002 of \$100, which will not be applied to the coaches' guide. Each coach who reaches maximum (Step 4) during the term of this agreement shall also receive the annual \$100 stipend beginning the year after he or she reaches maximum (Step 4).

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Teachers Contract
August 2003

**1** 

Teachers Contract
August 2003

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## ATHLETIC GUIDE

2002-2003 2003-2004 2004-2005

Salary Guide

111 2,374 2,685 3,084 3,585 Asst. II 3,370 3,790 4,396 5,204 Head II 4,657 5,083 5,881 7,088 Asst. I 3,919 4,334 4,956 5,754 Head I 5,443 5,944 6,656 7,956 Step 1 2 3 4

IV 1,883 2,103 2,393 2,807

Footbal1 Class I:

Basketball (G&B), Wrestling, Baseball, Softball, Tennis (G&B) Soccer (G&B), Volleyball, Track & Field, Cross Country Class II:

Class III: Winter Track, Golf

Bowling Class IV:

CLASSROOM INSTRUCTIONAL ALDES 2002-2005 COMPENSATION GUIDES

For those hired after July 1, 1999, the following guides will be in effect:

	10000		
	Z00Z-Z00Z	2003-2004	2004-2005
	4.318	4 43%	A SAG
1 6	11 20	200	4.400
0 4400	000	11.80	12.29
7 .	11.52	12.03	10 53
STEP 3	11 75	12 24	£6.00
	0	17.71	12.78
7.T.L.	11.97	12.51	13 03
STEP 5	10	10 10	20.01
	04.24	12.13	13.27
Sier o	12.42	12.97	13 42
STEP 7	112.65	13 21	13 24
		11.01	

For those hired prior to July 1, 1999, the following rates will be in effect:

2003-2004 \$23.69 per hr. 2002-2003

\$24.74 per hr.

\$25.78 per hr.

2004-2005

Aides shall be entitled to Temporary Leaves of Absence per Article VII.

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Teachers Convact

Teachers Contract
August 2003

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#### SCHEDULE B.

## FORT LEE PUBLIC SCHOOLS EMPLOYEE'S REPORT OF REASON FOR ABSENCE

### INSTRUCTIONS:

pen and submitted following any day day dayee is assigned for rowing custodians o o pa

to the employee's immeror of absence for any reason administrative purposes who service more than or	rol instructions accusely in testa extensity, this report form should be completed in duplic to the employer. I immediate upseion not later than the first day upon which the employer return of absence for any reason. For this purpose, the immediate superior is defined as the Principal to who administrative purposes.  Who service more than one school building thall submit their report to the Board of Education office,	to the employers immediate superior not later than the first day upon which the employer returns to work, lollowing any day of absence for any reason. For this purpose, the immediate superior is defined as the Principal to whom the employer administrative purposes.  Administrative purposes  who service more than one school building thaif submit their report to the Board of Education office,
The here-defi other copy to the o	The here-defined immediate superior, as the Principal, shall rother copy to the office of the Secretary of the Board of Education.	The here-defined immediate superior, as the Principal, shall retain for file one copy of this report and promptly submit the copy to the clitice of the Secretary of the Board of Education.
EMPLOYEE'S STATEMENT:	TEMENT:	
On the Following a	On the Following day(i) I will be or was absent for the following reason:	g reaton:
Absence starting on date of	date of	•
	(month)	(day) (year)
and extending through date of	ugh date of	
thus making a total	(day) (day) thus making a total of employment days of absence for this accasion:	(day) (Year) casion:
No. of working as, s absence	13 absence	
for the reason of :		•
(Check one, and fil appertaining dates.)	ll in any blanki on item checked; il more 1 ]	[Check ane, and fill in any blanks on item checked; If more than one reason is applicable, list to the jeth of each box checked the appertaining dates.)
	Sick leave (my own personal illness or injury) Employees on 10month contract allowed It days per year, with additionally unused po deduction.	Sick leave fmy own personal illness or injurys Employees on 12-month contract allowed 10 days per year and employees on 12-month contract allowed 12 days per year, with additionally unused portions accumulated from previous years allowed-withous pay deduction.
	Emergency leave. Up to 5 days per year without pay de critical illness or injury or an emergency of a member of husband, wile to child or my inhaus illaherindaw, ippeyer's grandparent and employee's spondparen hold. Any emergency to personal property and residence	Emergency leave. Up to 5 days per year without pay deduction is allowed for (1) court order, or (2) death, critical illness or injury or an emergency of a member of my immediate family flather, mother, brother, sitter, hubband, wite or bild) or my lishaw that the flather, mother-inflaw, brother-inflaw, interinflaw), an employee's grandparent and employee's prout's practication, plus members of an employee's immediate house-hold. Any emergency to personal property and residence.
	If for death, critical illness or injury or a	If for death, critical lilness or injury or an emergency, state here the relationahip of the invoked person.
	Personal leave: One day per year without pay deduction is allown with Article XX, Section 18 of the agreement between the parties.	One day per year without pay deduction is allowed when taking a personal day in actordance. Section 18 of the agreement between the parties.
	Attendance at professional conference, converintendent of Schools or the Board of Education. State occasion and place:	Attendance at professional conference, convention, or meeting when approved in advance by the Super- intendent of Schools or the Board of Education. State occasion and place:

88.0.88 0.88

Signature of Employee )

( Date signed ) Rev. 10/ /82

THIS REPORT MAY NOT BE CHANGED AFTER FILING